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ABSTRACT

This negotiation agreement between the faculty senate and board of trustees of Glen Oaks Community College covers the period, 1973-74. Articles of the agreement cover recognition, board of trustees relationship, condition of employment, continuity of employment, staff reduction, teaching facilities, summer and extra-contractual teaching, professional compensation, leaves of absence, fringe benefits, grievances, division chairmen, faculty-administration communications, teaching loads and assignments, miscellaneous provisions, and duration of agreement. Appendices cover the salary schedule and extra-contractual duty. (MJM)

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Glen Oaks Comm College
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AGREEMENT

FACULTY SENATE - BOARD OF TRUSTEES

GLEN OAKS COMMUNITY COLLEGE

1973 - 1974

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
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Article 1

RECOGNITION

A. The Board of Trustees of Glen Oaks Community College recognizes the Glen Oaks Community College Faculty Senate as the collective bargaining representative for all of its full-time teaching faculty including counselors and professional library employees, but excluding all administrative personnel and clerical, custodial, and other non-teaching personnel.

All members of the bargaining unit shall hereafter be referred to as "instructors" unless otherwise specifically noted.

B. The Senate agrees to maintain its eligibility to represent all instructors by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article 1, Section A.

C. This Agreement shall supercede any existing rules, regulations, or practices of the Board or administration which shall be contrary to or inconsistent with its terms. The Board shall make no changes in this Agreement except after good faith negotiation and agreement between the Board and Senate.

Article 11

BOARD OF TRUSTEES RELATIONSHIP

A. The Board shall make available to the Senate upon its reasonable request, and within a reasonable time thereafter, such non-confidential statistics and financial information, related to Glen Oaks Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested that are not already compiled in that form unless mutually agreeable.

B. The President of the Senate shall be furnished with a copy of the Agenda of each public meeting of the Board with all the normal non-confidential attachments at the time regular distribution is made.

C. The President of the Senate shall be furnished with a copy of the unapproved and approved Minutes of each public meeting of the Board at the same time regular distribution is made.

D. Items requested by the President of the Faculty Senate will be entitled to appear on the Board Agenda provided written notification is submitted to the college President's office by noon Wednesday the week preceding a regularly scheduled meeting; however, evidence shall be provided to the President that appropriate channels as provided for in this Agreement have been used to resolve any and all issues before being accepted for the Agenda.

E. The Senate will be permitted to make use of school facilities and equipment including typewriters, duplicating equipment, calculating machines and all other types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Equipment shall not be removed from the building without agreement of the administrator responsible for such equipment.

F. The Faculty bulletin boards and other media of teacher communication for official college business may be used by the Faculty Senate, provided that all Senate materials are clearly identified as such and the Senate assumes all responsibility for such materials.

G. Senate-Board arrangements described in Article 11, Section D shall not preclude appearances by instructors acting on their own behalf on issues other than wages, hours, and/or working conditions or grievances (procedure for which is outlined in Article XI) before the Board in prescribed manner. The instructor shall submit a written statement to the President detailing the nature of the items to be presented at least ten (10) days prior to the regular meeting date. The instructor shall submit exact copies of this statement to his immediate supervisor along with sufficient copies for all administrative personnel concerned as indicated by the approved administrative structure. He may also submit a copy to the President of the Senate if he so chooses.

Evidence shall be provided the President of the College that appropriate channels have been used to resolve any and all issues before being accepted for the Agenda.

H. The Senate shall be given the opportunity to advise the Board with respect to any major revision of educational policy and construction programs, when pertinent to the quality of instruction, prior to their adoption and/or general publication.

I. The Board agrees to make regular deductions from the salary of any instructor who shall furnish proper authorization for the payment of membership dues in the Michigan Association of Higher Education, and to promptly forward such monies to the Treasurer of the appropriate organization.

Article III

CONDITIONS OF EMPLOYMENT

A. All notices of professional vacancies shall originate from the President. First consideration shall be given existing faculty and staff to fill any and all professional vacancies. Notice of all vacancies shall be distributed to all instructors. The President may recommend existing faculty and staff to fill vacancies, but not without having made a 30-day prior notice of vacancy available to all instructors. These notices shall detail position open, qualifications required and salary range. Except that in the event a vacancy occurs which must be filled in less than 30 days, the period of required notice may be accordingly reduced by the President, but in any case shall not be less than five (5) days, and that the reduced time be called to the attention of the President of the Glen Oaks Community College Faculty Senate prior to posting.

B. Preferred minimum educational requirements for full-time teaching, counseling, and library work shall be a Master's degree in subject matter directly related to the position being filled; or the equivalent technical education and/or experience.

C. Each instructor who shall be offered a letter of appointment for a position at Glen Oaks Community College shall be provided with a copy of this Agreement. The letter of appointment shall state the title of the position.

D. The instructor shall be given a separate contract for each extra-contractual duty for which he assumes, if such duty is included in Appendix B.

E. When an instructor speaks or writes as a citizen outside of the classroom he shall be free from administrative and institutional censorship and discipline. The instructor bears the responsibility to clarify the fact that he speaks or writes as an individual and not on behalf of the institution.

F. The freedom to explore and to discuss ideas, controversial or accepted, is the right of each instructor at Glen Oaks. The criteria for such freedom is that of seeking the truth.

G. Instructors shall be entitled to full rights of citizenship and no religious or political activities or the lack thereof of any instructor shallbe grounds for any discipline or discrimination with respect to the professional employment of such instructor except that no religious or political proselytizing shall be conducted on the campus. The private life of any instructor is not ordinarily within the appropriate concern or attention of the Board unless it beomes detrimental to his effectiveness as an instructor or is detrimental to the standing of the college in the community.

Article IV

CONTINUITY OF EMPLOYMENT

A. Probation

1. New instructors shall be employed on a probationary status for two (2) years. A third year of probation may be required by the Board. An instructor who is required to serve a third probationary year shall receive written reasons for the continuance.

2. Each first year probationary instructor shall be observed in class at least twice each semester by an observer designated by the Administration. A second year probationary instructor shall be observed in class at least once each semester. Each observation shall include at least:

   (a) One advance meeting to discuss the instructor's specific goals for the observed class period.

   (b) One class hour of observation to witness the implementation of those goals.

   (c) One meeting after the observation to discuss the success or failure of the instructor to meet those goals.

   (d) A written summary of the observation shall be provided to the instructor and the instructor shall have the opportunity to discuss this written observation with the evaluator.

   (e) The instructor shall have the right to reply in writing to the observer's written summary.

3. If the designated administrative observer feels a particular instructor is sufficiently weak in his teaching, or his actions appear to be in conflict with established policies and procedures of Glen Oaks Community College, then the case shall be presented to an Evaluating Committee consisting of:

   (a) One representative to be appointed by the original administrative observer.

   (b) One representative to be appointed by the Faculty Senate.

   (c) One representative to be appointed by the instructor being observed.

   The instructor being evaluated and the original administrative evaluator cannot appoint themselves as members of the Evaluating Committee.

   This group will consider the case in question and formulate an evaluative procedure. After completing the evaluation the opinion of the committee shall be transmitted to the original evaluator. If a probationary instructor is to be dismissed, he shall be notified by the President of the College or his designee with the reason(s) for the action no later than April 15. At his request the faculty member shall be granted a review of the decision with the administrative observor and/or the President of the College. The instructor will at this time also be given a hearing with the Board of Trustees if a hearing is requested by the instructor. Failure to send the above written statement by April 15 shall be considered as conclusive evidence that the instructor's work is satisfactory and said probationary instructor shall be employed for the ensuing year.

If the procedures in this section have been followed, the extionsion of the probationary instructor's employment shall be excluded from the grievance procedure.

4. During the probationary period, regular increments as specified in the salary schedule, Appendix A, will be obtained.

5. Part-time employment shall not be considered as part of the probationary period; however, successful part-time teaching, previous experience, and/or outstanding institutional contributions may be evaluated and consideration may be given to shortening the probationary period.

B. Permanent Appointment. Having satisfactorily completed the probationary period, the instructor shall be considered on permanent appointment which shall remain in force with annual agreements regarding status and salary, and such instructors shall not be dismissed or demoted except as hereinafter provided.

C. An instructor whose actions appear to be in conflict with established policies and procedures of Glen Oaks Community College may be dismissed under the following procedure:

1. The immediate supervisor shall give the instructor a written evaluation of the instructor's performance. The supervisor shall give the instructor a specified time to make recommended corrections.

2. If the above procedure does not give satisfactory results, the instructor will then be given an evaluation of his performance in writing by the President. A time specified by the President will be given the instructor to make recommended corrections.

3. If the instructor does not make satisfactory correction, as outlined above, the President will then give the instructor, in writing, the requirements necessary to maintain his appointment status. The instructor will, at this time, be given a hearing with the Board of Trustees, if a hearing is requested by the instructor.

4. The President may make recommendations to the Board of Trustees regarding the appointment status of the instructor.

5. Action by the Board of Trustees, individually or collectively, detrimental to the appointment status of an instructor shall be taken only after a written recommendation from the President.

6. An instructor whose current appointment is to be terminated will be notified by the President prior to April 15. Notification will be by registered mail.

7. The President, upon presentation of substantial evidence, may summarily suspend an instructor if the instructor is accused or found guilty of criminal conduct. The instructor shall be notified by registered mail of the charges and evidence of the charges that have been made against him. An instructor may be summarily dismissed by the Board of Trustees upon recommendation of the President if guilty of criminal conduct. If an instructor has been suspended and is subsequently found to be not guilty of the charges made against him, then such instructor will be promptly reinstated, and will be fully compensated for all salary and any adjustments on the salary schedule which would otherwise have been received during the period of suspension.

8. The right of an instructor to terminate his appointment by resignation shall not be abridged by the above dismissal procedure.

Article V

STAFF REDUCTION

A. No instructor shall be demoted from level, step or salary. A change in duty may not be assigned without consent of the instructor. No change in duty shall be made during the duration of the instructor's annual contract period unless it is made with his consent.

B. Whenever it is necessary to decrease the size of the instructional staff because of insufficient funds or substantial decrease of student population, the President, in consultation with the Faculty Senate, may recommend to the Board that they cause the necessary number of instructors in the affected subject area, beginning with those serving probationary periods, to be placed on leave of absence, without pay, but only in inverse order of their appointment.

1. When circumstances shall be appropriate, each instructor placed on leave of absence as aforementioned shall be reinstated in inverse order of his placement on leave of absence.

2. Such re-employment shall not result in loss of status or credit for previous years of service.

3. No new appointments shall be made while there are available instructors on leave of absence and who are adequately qualified to fill the vacancies unless such instructors shall fail to advise the President within fifteen (15) days from date of notification by the President of positions available.

C. Summer school is excluded from the above procedure for staff reduction.

Article VI

TEACHING FACILITIES

It is recognized that the availability of optimum college facilities for both students and instructors is desirable to ensure the high quality of instruction and other services which are the goal of both instructors and the Board. It is also acknowledged that the primary responsibility of the instructor is to teach, and that the organization of the college and the college day, as well as the college facilities, should be directed toward ensuring that the energy of the instructor is primarily directed to this end.

A. The Board shall provide each instructor with ample office space and all equipment which is necessary to carry out instructional preparation, professional proficiency, and student consultation, subject to budget limitations. The objective is the one-instructor office.

B. The Board shall provide at no charge a year-around, well-maintained, lighted, and supervised parking lot which the instructors may use. Parking privileges of the instructors will be the same as members of the administration.

C. The Board shall provide a lounge for the exclusive use of the employees and their guests.

D. Professional secretarial service shall be provided for the instructors.

E. Classrooms shall be well-equipped, well-lighted, and shall not be assigned without regard to sufficient space allotment. In certain lab situations (science and technology), the minimum requirements for student safety should be followed when determining the number of students for any allocated room space.

Article VII

SUMMER AND EXTRA-CONTRACTUAL TEACHING

A. Summer Teaching

1. All instructors employed for summer assignments shall be paid 1/32 of their current salary on Appendix A per equated credit hour taught.

2. If the instructor accepts a summer school contract, but employment is cancelled, he shall be given a non-teaching position with Glen Oaks Community College for the summer at the same rate of pay as he would have received for summer teaching. This position shall not be detrimental to the instructor's professional status.

3. Teachers shall be granted a minimum of two (2) days (non-cumulative) per summer session for illness, personal business and/or emergencies.

4. In order to establish priority for teaching summer school, each instructor will be given three (3) priority points for each year of service, accumulative to six (6) points. For each course an instructor teaches in summer session he will lose one (1) point. The instructor with the greatest number of points will be given priority in teaching summer session, if otherwise equally qualified.

B. Extra-Contractual Teaching

1. Extra-contractual teaching shall be a teaching assignment for which the instructor shall receive extra-compensation, under Appendix B, and shall not be covered in the normal job description of an instructor. This will include all continuing education courses.

2. Each instructor shall have the right to accept or to reject at his option any and all extra-contractual assignments. The Board shall not obligate an instructor to assume an extra-contractual assignment without prior written consent of the instructor involved, nor shall the Board or any administrator impose a condition on any individual that his contract or promotion is contingent upon his willingness to accept an extra-contractual assignment.

3. Extra-contractual duties are to be granted in separate contracts as specified in Article III, Section D.

4. No instructor shall be expected to perform any extra-contractual assignment until he has received and accepted an appropriate separate written contract for such assignment.

5. The performance of extra-contractual duties shall not be considered in the evaluation of an instructor's standing as a full-time instructor.

Article VIII

PROFESSIONAL COMPENSATION

A. The basic salaries of the instructor covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. The salary schedule is based upon 40 work weeks within any 41 consecutive weeks, starting on or about the first day of September of each year. During the 40 work weeks there will be twenty paid holidays and/or vacation days including the following specific holidays if they fall within the 40 work week period:

Labor Day	1 day
Thanksgiving	1 day
Day after Thanksgiving	1 day
Christmas (Dec. 24 & 25)	2 days
New Year's (Jan. 1 & 2)	2 days
Good Friday	1 day
Memorial Day	1 day

In addition to the above holidays a portion of the 20 holiday and/or vacation days will be scheduled to provide an uninterrupted vacation between the Christmas and New Year's holidays. A work week shall be defined as a period of five working days and shall exclude Saturdays and Sundays.

C. All newly employed instructors shall be given experience credit on the salary schedule as set forth in Appendix A for previous related employment. The experience to be credited shall be at the discretion of the employer.

D. All instructors, including those presently employed by the Board, shall have their position on salary schedule in relation to the level determined by the following formula:

Level One - Bachelor's degree or equivalent technical, industrial, or professional training.

Level Two - Bachelor's degree and fifteen (15) equated hours of technical, industrial, professional workshops and institutes, fifteen (15) hours of approved college credit and/or a combination equalling fifteen hours.

Level Three-Master's degree or equivalent. The equivalent shall be fifteen (15) semester hours of approved graduate credit and fifteen (15) equated semester hours of technical, industrial, or professional workshops or institutes, or fifteen (15) semester hours of approved college credit that was taken after the awarding of a Bachelor's degree.

Level Four- Master's degree plus fifteen (15) semester hours of approved college credit or fifteen (15) semester hours of equated technical, industrial, or professional workshops and institutes.

Level Five- Master of Fine Arts degree, or Specialist's degree (related to the purposes of the Community College) or Master's degree plus thirty (30) semester hours of approved college credit of which fifteen (15) semester hours may be equated technical, industrial, or professional workshops and institutes.

Level Six - Master of Fine Arts degree, or Specialist's degree (related to the purposes of the Community College) plus fifteen (15) semester hours of approved college credit, or Master's degree plus forty-five (45) semester hours of approved college credit of which fifteen (15) semester hours may be equated technical, industrial, or professional workshops and institutes.

Level Seven-An earned Doctorate.

E. The equating of technical, industrial, professional workshops and institutes, and the approval of college credit hours shall be done by a joint committee of two instructors appointed by

the President of the Faculty Senate and two administrators appointed by the President of the College. In cases where the committee cannot arrive at a decision, the President shall make the final decision. All appeals for assignment to the levels shall be submitted to this committee.

F. All instructors employed for extra teaching assignments during the regular school year shall be paid 1/45th of their current salary per equated credit hour taught, or the rate of a part-time instructor whichever is greater.

G. Non-teaching personnel represented by the Faculty Senate will follow the administrative calendar as to working days rather than the Faculty Calendar (Article XV). They will receive an extra compensation of twelve per cent (12%) of the MA base pay. They will have twenty-three working days of paid vacation. They will have, with the permission of the President, extra paid leave in alternate years for the purpose of advanced educational study. This extra leave would be for a summer college session and would include the instructor's regular vacation for that year. Their workday will be eight (8) hours or a total of forty hours (40) a week. The allocation of this time is to be arranged mutually by these instructors and their immediate supervisors. Extensions of this day or week will be compensated at the same rate as the per hour pay of part-time instructors or may, with mutual consent, be paid with compensatory time.

Article IX

LEAVES OF ABSENCE

A. Sick leave. Each instructor shall be entitled to ten (10) days of sick leave per year under the following conditions:

1. Personal illness - Unlimited accumulation.
2. Illness of the immediate family, non-cumulative. The immediate family shall include: spouse, children, and other members of the employee's household.

B. Bereavement. Each instructor shall be allowed five (5) days in the event of death of any of the following members of the employee's family:

Spouse	Brothers and sisters of the employee
Children	Parents of spouse
Parents	Members of the emplcyee's household
Grandparents	

C. Personal Business. Each instructor may be allowed leave for personal business not to exceed two days per year. Prior arrangements for this leave must be made with the immediate supervisor.

D. Military Duty. Instructors will be allowed leave of absence, without pay, to fulfill military obligations. Faculty standing and unused accrued benefits will be maintained during the period of military service, but accrual of benefits will be discontinued. Faculty on military leave will continue to make normal advancements on the salary schedule.

E. Medical Leaves. Instructors may be allowed time for medical and dental appointments. Instructors are encouraged to obtain medical appointments not conflicting with their work schedule.

F. Sabbatical Leaves. All sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the college, as determined by the President, through the enhancement of personal competence by study, research, writing, travel, or cognate pursuits, or any combination thereof. An instructor may be allowed up to one year of sabbatical leave upon application to and approval by the College President. The salary of an instructor on sabbatical leave shall be computed at fifty per cent (50%) of the step and level that the instructor would be on if he were present at the college. If the instructor requests less than a full academic year, the sabbatical salary will be proportional to the amount of time the instructor is on leave. The number of instructors on sabbatical leave during any one year shall not exceed ten per cent (10%) of the membership of the bargaining unit. All reasonable applications shall be granted, except that if the number of instructors requesting sabbatical leave for any one year exceeds ten per cent (10%), then the College President shall grant such leave on the basis of seniority of service. To be eligible for sabbatical leave, an instructor must have served five years with Glen Oaks Community College. An instructor receiving sabbatical leave is required to return to Glen Oaks Community College for at least one year, subject to provisions of State Law. On return from such leave,

an instructor may receive an adjustment of level on the salary schedule, but not an adjustment in step. After receiving sabbatical leave, an instructor will be eligible for another such leave after he has completed five additional years of service to the college.

G. Leave Without Pay. Instructors may be granted leave without pay upon application submitted to, and approved by, the President.

H. Professional Conferences. Instructors are encouraged to attend professional conferences. Upon application to, and approval by, the President they may be allowed time to attend without loss of salary. Expenses may be applied for as authorized in Article X, Section C-1.

I. Holidays and Vacations. Instructors will follow the school calendar and other agreements specified in their letter of appointment.

J. Maternity Leave. An instructor with a permanent letter of appointment shall be granted a leave of absense without pay for a period up to two (2) calendar years for maternity. The leave request must be made to the President by the third month of pregnancy. The dates for work termination and return will be mutually agreed upon between the President and the instructor involved at the time the leave is granted.

K. Instructors who are officers of professional organizations shall be allowed time to attend meetings concomitant with their duties and responsibilities in such organization without loss of salary.

Article X

FRINGE BENEFITS

A. The Board shall continue to make available the insurance program with the Board paying the premium for instructors and any dependents covered by the policy. If an instructor does not have any dependents insured, then the Board shall make available to such instructor additional insurance as requested, providing, however, that the premium cost shall not exceed the usual cost for dependents.

B. The Board shall grant on request full-tuition scholarships to Glen Oaks Community College, to all full-time instructors, their spouses, and their natural and/or adopted children. The award of such scholarships shall not be contingent upon any other qualifications.

C. Reimbursable Expenses

1. Instructors upon application to and approval by their Division Chairmen and the appropriate Dean will be reimbursed for authorized expenses related to their duties within the limitations of the appropiate Division budget.

2. A newly employed instructor whose residence is outside the Glen Oaks Community College District may be allowed fifty (50) percent of the cost of moving household goods provided that an estimate of the cost is submitted to, and approved by, the President previous to the moving day.

D. Retirement. Instructors are entitled to all benefits of the Michigan Public School Employee's Retirement Fund and to the Federal Insurance Contribution Act benefits.

Article XI

GRIEVANCES

A. Initiation of a Grievance

1. Any instructors, group of instructors, or the Senate, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to salaries, terms or conditions of employment, or of procedures in disciplining a faculty member or any other condition affecting wages, hours or conditions of employment may initiate a Grievance.

2. The policy for presenting Grievances shall be consistent with Section Eleven of Public Acts 336, 1947, as amended.

3. The "aggrieved person" is the person or persons initiating the Grievance. The term "days" shall mean calendar days.

B. General Provisions

1. All discussions shall be kept confidential among the aggrieved party, the Senate representative, and the administration in the absence of the consent of the aggrieved.

2. Statement of Basic Principles. The failure of an administrator at any level to communicate his decision to the aggrieved party within the prescribed time limits set forth in the Grievance Procedure shall constitute admission by the administration that the aggrieved party correctly interpreted the terms of this Agreement and the administration shall accept the interpretation of the aggrieved party as correct and, thereby adjust the Grievance to the satisfaction of the aggrieved party and in accordance with the terms of this Agreement.

3. The failure of the instructor or the Senate to appeal a decision to the next highest step within the time limits prescribed in the Grievance Procedure shall constitute a withdrawal and shall bar further action on that Grievance.

4. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits, however, may be extended by mutual consent.

5. All documents, communications, and records dealing with a Grievance shall be filed separately from the personnel files of participants.

6. The aggrieved person shall at all levels of the procedure have the right to counsel.

7. Hearings and conferences held under this Procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend. When such hearings and conferences are during school hours all employees whose presence is required shall be excused for that purpose with no reduction in pay.

C. Procedure

1. In the interest of maintaining harmonious relations, an alleged Grievance shall first be discussed with the appropriate Dean, Librarian, or Divisional Chairman, with the object of resolving the matter informally:

   a. by the instructor in person on his own behalf;

   b. by the instructor accompanied by a Senate representative;

   c. through the Senate representative if the faculty representative so requests, or;

   d. by the Senate representative in the name of the Senate.

2. In the event any alleged Grievance is not satisfactorily adjusted in the preliminary stage, it shall be forwarded in writing to the appropriate Dean within thirty (30) days after the aggrieved party discovers the action on which the Grievance is based. If the Grievance is not filed within this time, it will be considered as waived.

   The Dean shall return copies of the Grievance to the faculty member and the Senate with his decision in writing within ten (10) days of the receipt of the Grievance.

3. In the event that a Grievance concerning an instructor is not satisfactorily resolved, it shall be referred to the President with the Dean's written decision. In the event a Grievance concerning a counselor is not satisfactorily resolved, it shall be referred to the President with the Dean of Students written decision.

4. The President shall have fifteen (15) days to review the Grievance and to arrive at a decision. The President shall report his decision in writing within the above period to the aggrieved party and the Senate.

5. If the faculty member or the Senate is dissatisfied with the decision of the President, he or the Senate may refer the matter to the Board of Trustees of Glen Oaks Community College within ten (10) days after receiving the written decision by submitting a copy of the Grievance to the Chairman of the Board of Trustees.

   Within fifteen (15) days of the receipt of the Grievance the Board shall meet to consider it, at which time the aggrieved instructor or Senate shall have the right to be heard. The decision of the Board shall be communicated in writing to the instructor and the Senate within five (5) days of the meeting.

6. If the instructor or the Senate is dissatisfied with the decision of the Board of Trustees, the instructor or Senate may request mediation by the State Labor Mediation Board.

If mediation is desired, the aggrieved instructor or the Senate will deliver written notice of that desire to the Board of Trustees within ten (10) days after receipt of the decision of the Board of Trustees.

If either the Senate or the Board of Trustees is dissatisfied with the decision of the State Labor Mediation Board, the dissatisfied party may refer the matter to arbitration by delivering written notice of this desire to the other party within ten (10) days of receipt of the decision of the State Labor Mediation Board.

The arbitrator shall be the American Arbitration Association. The decision of the Association shall be final and binding on both parties provided that, the arbitrator shall confine his opinion to the sole question of whether or not (1) there has been a violation, misinterpretation or misapplication of any provision of this agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of instructors in effect from time to time. He shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the Board of Trustees or administration.

The result of the decision shall be implemented within fifteen (15) days of receipt of the decision.

The Board of Trustees and the aggrieved party will each pay one-half of the cost of arbitration.

Article XII

DIVISION CHAIRMEN

A. When Division Chairmen are deemed necessary by the Administration they shall be appointed by the President of the College. Service as a Division Chairman shall be considered as an extra-contractual assignment, and subject to the provisions of Article III, Section D, and Article VII, Section B.

B. The duties of the Division Chairmen shall be determined by the Administration and shall be clearly stated to the faculty in writing.

Article XIII

FACULTY- ADMINISTRATION COMMUNICATIONS

A. It is contemplated that terms and conditions of employment provided in this Agreement in writing shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that, from time to time, matters may arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussing, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. In matters of educational policy, recommendations may be submitted to the Board of Trustees by both the faculty and/or the adminstration. These policy recommendations shall be previously discussed by the faculty and administration, and every attempt made to give the Board recommendations that are mutually acceptable. In the event that either the faculty or the administration should not agree to policy recommendation, then ample time should be provided at the Board of Trustees' meeting, when the recommendation is made for the opposing view to be presented.

C. The Agenda for all regularly scheduled faculty meetings shall be decided by a committee consisting of two members of Faculty Senate, chosen by the President of the Senate, and the administrator or administrators (not to exceed two) designated by the President of the college. This committee shall also decide the priority of items on the Agenda. No changes in the priority or Agenda shall be made without discussion.

Article XIV

TEACHING LOADS AND ASSIGNMENTS

Each division, in consultation with the immediate administrative supervisors, shall determine equitable instructional assignments including class sizes, teaching loads and number of preparations for that division within the guidelines provided below. Consideration will be given to the type of instruction, to the nature of the content, and to other non-instructional duties.

A. Each instructor will maintain a minimum of five (5) posted office hours per week, during which time the instructor will be in his office. A copy of such office hours will be provided to the administration. It is understood that the usual place of work for instructors is on the campus.

B. During the 40 scheduled work weeks a minimum teaching load shall be not less than 28.5 equated hours nor more than a total of 38 equated hours. The maximum teaching load for a six week interim shall be 6 equated hours. The maximum teaching load in a regular semester will be one of the following, mutually agreed upon by the instructor and the administration prior to the beginning of the fall semester:

1. Seventeen equated hours
2. Nineteen equated hours in each of two consecutive semesters.

If it is mutually agreed upon in writing for an instructor to accept a nineteen equated hour maximum load, then he shall have fulfilled his obligation at the end of the second semester and any other duties beyond shall be voluntarily assumed and reimbursed in accordance with this agreement.

English Composition shall be equated at 1.25. Where contact hours exceed semester hours, contact hours in excess of semester hours shall be equated at 0.8.

Each instructor will be paid an overload factor of 1/45th of his current instructional salary for each equated hour over his maximum teaching load in each semester. If an instructor's total teaching load for the 40 weeks exceeds 38 equated hours he will receive overload pay at the rate of 1/45th of his current instructional salary for each equated hour over 38, less any overload paid for an individual semester. (A contact hour shall be defined as a 50 minute class session per week per one semester.)

When an instructor completes 38 equated hours, or a total of equated hours to which the addition of a class would create an overload, the instructor shall have fulfilled his contractual obligation and any other duties shall be voluntarily assumed and reimbursed using the 1/45th overload factor for equated hours over a total of 38.

C. The number of different course preparations should be limited to two preparations and should not exceed three preparations per semester.

D. An instructor shall not be assigned a class before 10 a.m. following a class assignment after 6 p.m. without prior consultation and agreement of the instructor involved.

E. Night teaching assignments shall not be the exclusive prerogative of part-time instructors. Credit for instruction of night classes and load distribution shall be computed as described in Article XlV, Section C.

F. Instructors will have extra-curric ular activity assignments that are voluntarily assumed. Instructors shall be consulted in the scheduling of their class hours and other assignments based on mutual consent between the instructor and his immediate supervisor.

G. Each instructor participating in a team-teaching assignment will have his teaching load computed as if the assignment were an individual class taught by each instructor. However, during the first two semesters in which such a course is offered, the teaching load of each instructor may be computed on any basis mutually agreed upon by the Dean of Instruction and the instructors involved.

Article XV

MISCELLANEOUS PROVISIONS

A. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

C. Copies of this Agreement shall be duplicated at the expense of Glen Oaks Community College and presented to all faculty members now employed or hereafter employed and made available for perusal by any faculty members considered for employment.

APPENDIX A
1973-74
FACULTY SALARY SCHEDULE

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	7,200 .90	7,600 .95	8,000 1.00	8,400 1.05	8,800 1.10	9,200 1.15	10,000 1.25
2	7,760 .97	8,160 1.02	8,560 1.07	8,960 1.12	9,360 1.17	9,760 1.22	10,560 1.32
3	8,320 1.04	8,720 1.09	9,120 1.14	9,520 1.19	9,920 1.24	10,320 1.29	11,120 1.39
4	8,880 1.11	9,280 1.16	9,680 1.21	10,080 1.26	10,480 1.31	10,880 1.36	11,680 1.46
5	9,440 1.18	9,840 1.23	10,240 1.28	10,640 1.33	11,040 1.38	11,440 1.43	12,240 1.53
6	10,000 1.25	10,400 1.30	10,800 1.35	11,200 1.40	11,600 1.45	12,000 1.50	12,800 1.60
7	10,560 1.32	10,960 1.37	11,360 1.42	11,760 1.47	12,160 1.52	12,560 1.57	13,360 1.67
8	11,120 1.39	11,520 1.44	11,920 1.49	12,320 1.54	12,720 1.59	13,120 1.64	13,920 1.74
9	11,680 1.46	12,080 1.51	12,480 1.56	12,880 1.61	13,280 1.66	13,680 1.71	14,480 1.81
10	12,240 1.53	12,640 1.58	13,040 1.63	13,440 1.68	13,840 1.73	14,240 1.78	15,040 1.88
11		13,200 1.65	13,600 1.70	14,000 1.75	14,400 1.80	14,800 1.85	15,600 1.95
12			14,160 1.77	14,560 1.82	14,960 1.87	15,360 1.92	16,160 2.02
13				15,120 1.89	15,520 1.94	15,920 1.99	16,720 2.09
14					16,080 2.01	16,480 2.06	17,280 2.16
15						17,040 2.13	17,840 2.23
16						17,600 2.20	18,400 2.30
17						18,160 2.27	18,960 2.37

Appendix B

Non-credit Adult Education Courses:

Compensation for instructors of adult education courses will be at a rate of $7.50 per class hour for a minimum enrollment, and $10.00 per class hour when enrollment of tuition paying students reaches 150% of minimum. Minimum enrollment will be determined on the basis of .75 tuition paying students per hour of instruction.

Coach - Basketball - 10% of salary to be paid in eight equal payments commencing with the second pay period in November.

Coach - Cross Country - 5% of salary to be paid in five equal payments commencing with the first pay period in September.

Coach - Indoor Track - 5% of salary to be paid in five equal payments commencing with the first pay period in January.

Coach - Outdoor Track - 5% of salary to be paid in five equal payments commencing with the first pay period in April.

Coach - Baseball - 5 % of salary to be paid in five equal payments commencing with the first pay period in April.

Coach - Golf - 5% of salary to be paid in five equal payments commencing with the first pay period in April.

Compensation for the following positions shall be as indicated. If a salary is paid, the payments shall be made in equal amounts throughout the regular school year.

Athletic Director - 5% of salary or released time
Drama Director - 10% of salary or released time
Music Director - 10% of salary or released time
School Newspaper Advisor - 6% of salary or released time
Yearbook Advisor - 5% of salary or released time
Cheerleader Advisor - 2% of salary

Division Chairmen

During the period of service as Division Chairman, said person shall have a reduction in teaching load and/or monetary consideration commensurate with time involved as determined by the administration.

This addendum shall be effective August 31, 1972 and shall continue in effect until August 31, 1973.

BOARD OF TRUSTEES

BY _____
Chairman

BY _____
Secretary

GLEN OAKS COMMUITY COLLEGE
FACULTY SENATE

BY _____
President

BY _____
Secretary

Date of Signing _____

Article XVI

DURATION OF AGREEMENT

A. This agreement shall be effective as of August 31, 1973, and shall continue in effect until August 31, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. Either party may give written notice to the other party of its desire to negotiate a new agreement by not later than March 1, 1974. Acknowledgement must be given within five calendar days after receipt of this notice and negotiations shall commence within thirty calendar days of the date of the notice.

BOARD OF TRUSTEES

By _____
Chairman

By _____
Secretary

GLEN OAKS COMMUNITY COLLEGE
FACULTY SENATE

By _____
President

By _____
Secretary

Date of Signing _____

ADDENDUM TO THE AGREEMENT

FACULTY SENATE - BOARD OF TRUSTEES

GLEN OAKS COMMUNITY COLLEGE